

United States District Court
Eastern District of Pennsylvania
Charles Tollbert

Civil Action

No. 18-1501-MAK

Frank Regalis
Mercedes Benz USA

City of Philadelphia

Morton Towing & Recovery

Amended Complaint

1. Plaintiff, is an adult individual.
2. Frank Regalis (Regalis) is an individual, employed by Mercedes Benz USA, in Fort Washington Pennsylvania.
3. Mercedes Benz USA (Benz), is a corporation.
4. City of Philadelphia (the City) is a municipality.
5. Morton Towing & Recovery (MTR) is a corporation.
6. Plaintiff, in 2016, bought a Mercedes Benz (1999 S-420 series) from a friend for \$10,000.00.
7. After buying the vehicle he had it registered under his name to solidify the vehicle to being his owned property.
8. Shortly thereafter, Plaintiff realized that he had a problem with the ignition of his vehicle, and accordingly, had Regalis from Benz take a look at it.
9. Regalis, a member of the services department of Benz in Fort Washington, informed Plaintiff that his vehicle needed repairs done to the ignition.
10. Plaintiff, thereafter, paid Benz and Regalis approximately \$1400.00, plus, to have his ignition repaired.
11. Plaintiff, additionally, paid another \$100.00, plus, for a new key to that ignition.
12. Shortly thereafter, Plaintiff had unintentionally lost his car keys, and therefore, was in need of a replacement transponder key to start up his car.

13. Begalis represented to Plaintiff, that Benz and himself would be able to replace Plaintiff's car keys for a cost.

14. Plaintiff agreed, and believed both Benz, and Begalis, could make things right by replacing Plaintiff's lost transponder key.

15. However, Benz, and Begalis, perpetrated a fraud, knowing that they wouldn't be able to provide Plaintiff with a replacement transponder key, committing a false representation.

16. After Begalis' false representations, as aforementioned, Plaintiff:

(A) was deprived of a required transponder key;

(B) deprived a transponder duplicate key from any other locksmith; and

(C) forced to have his vehicle parked in front of his house without the ability to move it.

17. Approximately a year later, through the City's known unconstitutional practice of taking people's vehicles without adequate, and/or any procedural due process, MTR, towed Plaintiff's vehicle without warning him, or placing him on notice, first.

18. Plaintiff filed a complaint against the City, and MTR, and in an attempt to cover up its unconstitutional practice, sent Plaintiff an out-dated ticket and other out-dated documents, once the Federal government became aware.

19. Pursuant to Article VI of the US Constitution and *Marbury v. Madison*, 5 U.S. 137 (1803), the Supreme Court held that Congress "cannot" pass laws that are contrary to the Constitution, and that it is the role of the Judicial System, to interpret what the Constitution permits.

20. The Fourteenth Amendment of the US Constitution makes it clear that ... No State shall deprive any person of ... property without "first" providing that person some form of due process, nor, shall the State deny

any person within its jurisdiction the equal protection of the laws.

21. The City and MTR, both deprived Plaintiff any form of notice (i.e. ticket and/or hearing) prior to the taking of his vehicle, which clearly violated his guaranteed Fourteenth Amendment right from illegal government intrusion of his property.

22. The City and MTR attempted to cover-up their illegal and unconstitutional actions as aforementioned, by mailing Plaintiff out-dated parking tickets, and/or other out-dated documents.

23. Benz and Regalis made false representations, though misrepresentations, on how they would be able to provide Plaintiff a replacement transponder key, that was never provided.

24. Benz made false advertisements on their servicing websites in regards to how they will guarantee that Plaintiffs' vehicle would be serviced without any complications.

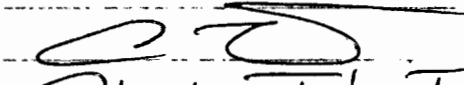
25. However, this false advertisement, was deemed to be misrepresented, by Regalis, and Benz, causing Plaintiff his vehicle to be towed away by MTR, and the City, due to their significant widespread practice of taking vehicles without due process.

26. The City and MTR, abused its power without first abiding by federal authority, and taking Plaintiffs' vehicle without first providing him any process and/or just compensation, and additionally, thereafter, sent Plaintiff harassing letters about Plaintiff having to pay money even after his rights were violated as aforesaid, therefore denying Plaintiff equal protection of the laws in place of providing individuals the mandated process afforded them.

Wherefore, due to the Defendants actions, and inactions as aforesaid, Plaintiff now seeks damages in the total amount of \$50,000.00.

I hereby verify under penalty of perjury that the foregoing is true and correct.

September 24, 2018


Charles Talbert
Pro Se, Plaintiff